

# USCA Contract Checklist



CHECKLIST		
REQUIREMENT	DESCRIPTION	CERTIFIED COMPLETE BY: <small>(PLEASE INITIAL)</small>
Contract, Exhibits, and Appendices	The contract and all documents incorporated by reference in the contract, including exhibits and appendices, are attached. All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligation under this contract.	
Contracting Party	The name of the contracting party is stated.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) contact person, and execution authority of the representative of the other party are included.	
Understanding	The written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties. No supplementary verbal or written agreements were made.	
Competition/Conflicts with Existing Contracts/ Compliance	The contract does not conflict with any other contracts, promises, obligations, or the mission of the University. The requesting department verifies the University can comply with all terms and conditions and that those carrying the contract can meet the terms of the contract (e.g., the work can be completed, it can be completed according to any time limits provided in the contract, we will be able to hire the personnel specified in the contract, etc.).	
Conflicts of Interest	There is no conflict of interest with the contracting party. When in doubt, please contact the Chancellor's Office for guidance.	
Conditions or Obligations	If the contract contains any conditions or obligations, "triggering" event(s) are clearly defined.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been/will be obtained.	

Procurement	The appropriate procurement officer has been consulted regarding the purchase of goods or services being acquired under the contract, to confirm that all applicable procurement rules and regulations have been followed.	
Warranties/Guarantees	Warranties or guarantees from the other party give satisfactory protection.	
Insurance	The department is agreeable to any insurance clause(s). Purchasing and Risk Management must approve any insurance clauses.	
Governing Law Jurisdiction	The contract does not permit any legal action to be taken in any other state or country or apply the law of another state or country. The contract does not permit legal action to be taken in federal court. Government law must state SC.	
University Logo	If the contract allows the other party to use the University's name, logo, or other trademark associated with the University of South Carolina Aiken, the use has been approved by the appropriate University official.	
Intellectual Property	All intellectual property issues (copyright, trademark, patent) have been addressed.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law or by a court of law. If not applicable, indicate "n/a." All nondisclosure or confidentiality provisions must be approved by the Chancellor's Office/Risk Management/Legal Liaison.	
Printed/Typed Names	The names of all persons signing the contract are printed or typed below the signature.	
Signature Authority	The Chancellor is the only party able to sign a contract on behalf of the University, even if there is another University contact.	
Total Cost Involved	The contract involves \$_____ [to] [from] (circle one) the University. Provisions for payments to or from the University are clear.	
Default	The contract provides for events of default for each party. The events of default are described with clarity and specificity. There are provisions for notification of default and a method to cure any default by the University.	
Termination Clause	The contract includes a termination clause that provides the University with a way legally to end the contract earlier than the specified date and set out acceptable terms for such termination. If the contract includes a termination clause for the other party, the terms are acceptable to the University.	
Authorization	Commitments have been obtained from the proper administrators for all resources to be provided by the University.	
Payment	All University funds committed by this agreement are to be paid in the current fiscal year or are on hand and may be committed for payments in future fiscal years. The contract clearly established place, time, and method of payment.	

Unrelated Business Income Tax	If the contract involves any payment to the University, the issue of Unrelated Business Income Tax (UBIT) has been reviewed by the Office of Business and Finance.	
Prohibited Provisions	<p><b>All prohibited provisions have been deleted or modified. Any of the following must be deleted or reviewed by the Legal Liaison/General Counsel:</b></p> <p>Indemnification. The University may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, or losses incurred by that party in connection with the contract.</p> <p>Liability Limitations/Waiver of Claims. The contract does not limit the other party's liability or waive claims.</p> <p>Statute of Limitations. The contract does not attempt to limit the time frame in which the University can file a lawsuit.</p> <p>Term of Contract. Starting and ending dates of the contract are included and clearly defined.</p> <p>Automatic Renewal. The contract does not provide for automatic renewal.</p> <p>Warranties/Guarantees. There are no warranties or statements guaranteeing satisfaction from the University. Defense of Suit. Contract does not provide for any named entity to provide defense in a legal action without approval from the Legal Liaison and Chancellor's Office and does not allow the other party to control the defense of any legal action.</p> <p>Waiver of Jury Trial. The contract does not waive the right to a trial by jury.</p> <p>Confidentiality. The contract does not provide that its terms are confidential.</p> <p>Interest, Penalties, Late Fees. The contract does not provide for payment of interest, penalties, or late fees. Arbitration/ Mediation. The contract does not contain any provisions pertaining to arbitration or mediation. Non-solicitation of the other party's employees. The contract does not restrict the University from soliciting or hiring the other party's employees.</p> <p>Payment of taxes or reimbursement for taxes. The contract does not require the University to pay or reimburse the other party for taxes.</p> <p>Security interest/UCC-1 document. The contract does not allow the other party to file a UCC-1 filing statement or otherwise give the other party a security interest in University property.</p>	